

RULES & REGULATIONS

WILLIAMSBURG NATIONAL GOLF CLUB MEMBERSHIP RULES & REGULATIONS

Outlined in the following pages are the Rules & Regulations of Williamsburg National Golf Club established by club management. It is club members and all club guests' responsibility to be familiar and abide by club rules and regulations. These Rules & Regulations are a guideline to make sure all patrons can enjoy Williamsburg National Golf Club.

GENERAL CLUB RULES

- 1. Members, their guests and all club patrons are expected to abide by all rules and regulations established by the Club. Club rules are at the sole discretion of club management.
- 2. Alcoholic beverages shall not be served or sold, nor permitted to be consumed, on the premises during hours prohibited by law. Alcoholic beverages shall not be sold or served to any person not permitted to purchase the same under the laws of the State of Virginia or be sold for off-premises consumption. All alcoholic beverages consumed or otherwise possessed on the Club facilities must be sold and purchased at the Club except as otherwise provided by the Club from time to time.
- 3. Performance by entertainers will not be permitted at the Club without written permission of the Club.
- 4. All food and beverage consumed on Club Facilities must be purchased at the Club. Exceptions may be made by Club Management for non-club events as part of their facilities rental agreement and must abide by state and local ABC laws.
- 5. Glass bottles are not allowed on the golf course, driving range or putting green.
- 6. Any group activities must be approved by club management.
- 7. Commercial advertisements shall not be posted or circulated in the Club nor solicitations of any kind without written permission of club management.
- 8. Members their guests and patrons may not abuse any of the Club's employees, verbally or otherwise. No member, guest or club patron shall reprimand or discipline an employee.

- 9. The roster of members at the Club is the property of the Club and may be furnished to members of the Club at the sole discretion of the Club. The membership roster shall not be used by or given to a non-member for any reason whatsoever.
- 10. Members & other Club patrons are not allowed in employee work or services areas including: the golf cart storage area; the bar; snack bar; kitchen; golf course maintenance area; employee offices or any other service area without being accompanied by a member of the Club Management staff.
- 11. Members, Guests and Club patrons must park in designated parking spaces. Vehicles parked in loading zones, main circle or other non-designated areas will be towed at vehicle owner's expense.
- 12. Rules & Regulations will be posted in designated areas at the club at all times. The Club reserves the right to amend these rules when necessary. Updated Rules & Regulations will be posted when changes occur.
- 13. Violation of any these rules or conduct will subject the individual in violation to disciplinary action by the club in accordance with rules and regulations.

MEMBERSHIP CHARGES AND PAYMENTS

- 1. The opportunity to charge to a member's personal Club account is extended as a privilege of membership at the Club and is subject to continuing review and approval by the Club. The Club reserves the right to eliminate the use of Club accounts and monthly billings for members and to require that all fees and other charges incurred at the Clubs are charged to a member's credit card.
- 2. All charges must be signed legibly by the person making the charge and the member's last name and Club account number must be printed on the charge ticket. Guests and employees are not permitted to sign charge tickets on behalf of members.
- 3. Members are responsible for the payment of all charges incurred by their immediate family members and guests.
- 4. In order to protect members from improper charges, the Club may require the presentation of identification at the point of sale for all transactions.

- 5. It is the responsibility of each member to retain receipts for charges incurred at the Club. Copies of individual charges will not be included in the monthly statement. Receipts will only be mailed to members upon request if a charge is disputed.
- 6. All food, beverage, merchandise and services of the Club charged to the member's club account will be billed as services are rendered. The Club will provide a monthly statement of charges.
- 7. Club accounts shall be deemed delinquent from the date first charged if payment is denied by the credit card company. Past due amounts will be subject to a non-payment charge of \$25 per event plus one and one-half percent (1.5%) late payment charge per month, but not to exceed the maximum amount permitted by law. The late payment charge shall accrue immediately from the date of the delinquent statement until the account is paid in full. Members having past due amounts may be charged a reinstatement fee at the discretion of the Club to reactivate a charge account once it is deemed delinquent. In its sole and absolute discretion, the Club may suspend or terminate membership for non-payment or continued payment delinquencies for Club services.
- 8. The Club may take whatever action it deems necessary to effect collection on delinquent member accounts. If the Club commences legal action to collect any amount owed by a member, or to enforce any other liability of a member of a the Club, and judgment is obtained by the Club, the member shall also be liable for all costs and expenses incurred by the Club in connection with the legal action including reasonable attorney's fees (including fees required in connection with appellate proceedings).
- 9. It is the Club member's responsibility to keep mailing address and contact information current. Unless notified otherwise members shall have been deemed to have received mailings from the club ten days after they have been mailed to the address on file.

MEMBERSHIP CORRESPONDENCE

Complaints or suggestions concerning the management, service or operation of the Club should be in writing, signed by the member and addressed to the General Manager. Billing errors should be communicated to the Director of Golf, Club Operations Manager or General Manager.

SERVICE FEE

1. For the convenience of all members, a service fee percentage, as determined by the Club may be added to all food and beverages sales.

CHILDREN

- 1. Children under thirteen years of age are permitted to use the Club facilities only if accompanied or supervised by an adult.
- 2. Parents and / or guardians will be responsible and accountable for all actions of their children.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- 1. Each member as a condition of membership, and each guest as a condition of invitation to use the Club Facilities, assumes sole responsibility for his or her property. The Club is not responsible for any loss or damage to any private property used or stored on the Club Facilities.
- 2. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities, without proper authorization. Every member at the Club is responsible for any property damage and/or personal injury occurring on the Club Facilities, or at any activity or function operated, organized, arranged or sponsored by The Club, caused by the member or his or her family members or guests. The cost of any damage shall be charged to the member's Club account.
- 3. Members, immediate family members, guests and all other persons who, in any manner, make use of, or accept the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, including without limitation, the use of golf carts, or who engage in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at his or her own risk. Members agree to release, waive, satisfy and forever discharge the Club and their directors, officers, managers, members, partners, employees, affiliates, representatives and agents and the immediate family members of each of them, from any claims arising out of negligence, in law or in equity, which the member may have now or at any time in the future, arising out of or resulting from the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, including without limitation the use of golf carts, or the participation in any contest,

game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities. Members shall defend, indemnify and hold harmless the Club and their directors, officers, managers, members, partners, employees, affiliates, representatives and agents and the immediate family members of each of them, from and against any and all losses, damages, claims or suits arising out of any personal injury or property damage by the intentional or negligent acts or omissions of the Club.

4. Should any member or guest file a legal action against the Club for any claim and fail to obtain judgment therein against them, the member shall be liable to the Club for all costs and expenses incurred by them in the defense of such action, including reasonable attorney's fees (including fees required in connection with appellate proceedings).

DISCIPLINE

- 1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any member whose conduct or whose family's or guest's conduct shall be deemed by the Club to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Club or its members, may be reprimanded, fined, suspended or expelled from the Club. The Club management shall be the sole judge of what constitutes improper conduct likely to endanger the welfare, safety, harmony, or good reputation of the Club or its members, but will include: (i) failure to meet eligibility for membership; (ii) submitting false information on the application for membership; (iii) misrepresenting a non-member as a member; (iv) failure to pay the required membership deposit, dues, fees and charges or any outstanding balance on the member's Club account in a proper and timely manner; (v) failure to abide by the rules and regulations as set forth herein and as established by the Club from time to time; or (vi) abusing Club personnel or employees.
- 2. Any such member shall be notified of such proposed action and shall be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If such member desires to be heard, the Club shall set a time and date (not less than ten days thereafter) for such hearing. While such complaint is being considered by the Club, membership privileges and access to the property may be suspended at the sole discretion of Club management.
- 3. The Club may suspend a member and/or his or her family and/or guests from some or all of the privileges of the Club for a period of up

to one year or may permanently expel a member and or his or her family and/or his guests from the Club. Dues and other obligations shall accrue during such suspension and shall be paid in full before reinstatement of full privileges.

4. Any member who is expelled by the Club shall have his or her membership reissued by the Club in accordance with the terms of the Membership Plan in the same manner as if the member had resigned from the Club.

RESERVATIONS AND CANCELLATIONS

- 1. Reservations are required at all times. Reservations are taken on a first-come, first-serve basis by pre-registering with the appropriate personnel of the Clubs.
- 2. Members are required to make reservations in advance for all special events and Club sponsored parties. A full charge will be levied against those members who fail to either honor their reservations for special events and Club sponsored parties or fail to cancel their reservations during the cancellation period. The Club will establish the cancellation policy.

Tee-Time Policies

1. Reservation Window

- Members may reserve tee times 30 days in advance
- Non-Members may reserve tee times 14 days in advance
- Golf Packages / Outings may reserve tee times 1 year in advance

2. No Show / Under Show Policy

- Williamsburg National Golf Club has the right to charge a Member's account for any tee-time slots that are reserved but not filled by the Member
- 24 hour notice is required for cancellation of tee-times

3. Singles

• Singles may not reserve tee times by themselves in advance. We will do our best to pair up singles with groups of 2 or 3 players.

GUEST PRIVILEGES

1. Guests of members may be extended guest privileges subject to payment of applicable guest fees and charges and compliance with the

- rules and regulations established by the Club. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club at its sole discretion.
- 2. Although it is the intention of the Club to accommodate guests without inconvenience to the members, the Club reserves the right to limit the number of guests that accompany a member on any given day or other period of time.
- 3. Sponsoring members must register their guests with the pro shop prior to play.
- 4. A guest shall have the opportunity to pay his or her charges at the Club. Sponsoring members assume all responsibility for all unpaid charges made by their guests.
- 5. It is the intent of the Club to create guest privileges conducive to the lifestyles and desires of the entire membership. Due to the nature of the growing membership of the Club, it is the intent of the Club to review guest privileges annually.

Guest of Member Policy

- 1. a. The Member must accompany their guests in order for them to receive the member guest rate.
 - b. A Member may bring up to 3 guests per day. Under special circumstances, the GM may, at their sole discretion, allow a member to host a larger number of guests.
 - c. An individual may receive the member guest discount four (4) times in a calendar year. Upon a guests 5th play, management at their sole discretion will charge the guest the applicable public fee

DISCIPLINE, SUSPENSION AND TERMINATION OF MEMBERSHIP PRIVILEGES

- Members are responsible for their own conduct and for the conduct of their family, members, and guests. Any member whose conduct or whose family's or guest's conduct shall be deemed by the Club to be improper or likely to endanger the welfare, safety, harmony of the Club or its members, may be reprimanded, or expelled from the Club.
- Membership privileges may be suspended or terminated by the Club or such other disciplinary action may be taken which is deemed appropriate by the Club, if, in the sole judgment of the Club, the member:

- submits false information on the application for Membership/Use privileges, which if had been truly disclosed, would have rendered the applicant ineligible for membership;
- permits the unauthorized use of a member's membership/ or account;
- exhibits unsatisfactory behavior, deportment or appearance or acts in any other manner determined not to be in the interest of the Club or the members:
- fails to pay the membership dues, fees, charges or any other amount owed to the Club, in a proper and timely manner;
- fails to abide by these Rules and Regulations established for use of the Club Facilities, as may be amended from time to time;
- treats the personnel or employees at the Club in an unreasonable or abusive manner;
- fails to meet eligibility for membership;
- engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the Club or its members.
- The Club may at any time restrict or terminate, for cause or causes described in the preceding paragraph, the privileges of any member, immediate family members or guest to use any or all of the facilities provided at the Club. No such member shall on account of any such restriction, suspension or termination be entitled to the repayment of annual dues, fees or any other charges.
- Any member of the Club whose membership privileges have been terminated for any reason other than to meet eligibility for membership shall only be eligible for membership or permitted to use the Club facilities at the discretion of the Club.
- Members wishing to cancel their membership must do so in writing with 30 days advanced notice after their minimum commitment has been met.
- Leave of Absence for certain situations members may take up to a three month leave of absence. Reasons that will be accepted for leave of absence are medical or military deployment. Club members are still required to fulfill the financial commitment of the agreed upon term. The term will be extended up to three months. Whether a member qualifies for leave of absence or not is up to the sole discretion of Club Management.

GOLF RULES

GENERAL GOLF RULES

- 1. The Rules of Golf of the United States Golf Association ("U.S.G.A.") together with the Rules and Etiquette as adopted by the U.S.G.A. shall be the rules of the Club, except when in conflict with local rules or with any of the rules herein.
- 2. All players are expected to learn and observe the fundamentals of golf etiquette.
- 3. "Cutting-in" is not permitted at any time. All players must register with the golf shop.
- 4. Practice is not allowed on the golf course. The practice facilities must be used for all practice.
- 5. Player hosts may be on duty to help regulate play and enforce golf cart restrictions. Golfers must adhere strictly to daily golf car rules. The player assistants have full authority on the golf course to enforce all rules and speed of play.
- 6. Slow play. In the interest of all, players should play without delay. No player should play until the players in front are safely out of range. If a foursome or other group of players is unable to maintain adequate pace of play and fails to keep their place on the course, they must allow the following group to play through. Player assistants have the authority to stop a slow playing group to allow the following group(s) to play through or to require the slow playing group to pick up their balls and move forward to catch up with the group ahead.
- 7. All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at the tee or they will lose their position on the golf course and must get permission from the starter to resume play.
- 8. While playing on the course, each player must use a separate set of golf Clubs and bag.
- 9. All tournament play must be approved in advance by the Director of Golf.
- 10. Appropriate golf attire is required for all players on the golf course and practice facilities. Members are expected to insure that immediate family members and guests adhere to such rules. Members should

remind their guests of the dress policy prior to arrival at the Club to avoid embarrassment for the member and guest. This dress code is mandatory for all players. Improperly dressed golfers will be asked to change before they play. If you are in doubt concerning your attire, please check with the golf shop before starting play.

- 11. If lightening is in the area, all golf play shall cease and players should seek appropriate shelter immediately.
- 12. "Discontinue Play (Rain) Policy": Once players tee off they are responsible for nine holes. If players discontinue play before 5 holes, they will be issued an 18-hole rain check, after nine holes, they will be issued a 9-hole rain check. Once players begin play the 14th hole, no rain check will be issued.
- 13. Management may close the golf course to play at any time, at its sole discretion.
- 14. No beverage coolers are permitted on the golf course unless supplied by the Club.
- 15. Foursomes control speed of play. Twosomes and threesomes should not expect to play through foursomes and should not exert pressure on the groups ahead. Foursomes shall have the right of way.
- 16. Twosomes and singles will be grouped with other players, if available, at the discretion of the Golf Shop. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the golf shop. Singles will not have the ability to book tee times in advance.
- 17. Five-somes are not permitted on the golf course unless permitted in advance by Club management.
- 18. "Course closed" or "hole closed" signs are to be adhered to without exception.
- 19. The Club reserves the right to accommodate requests to have outings. Notices of these outings will be posted indicating the hours during which the outing will take place.

DRESS CODE - Golf Club & Restaurant

General Attire - It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that members will advise their guests of the dress

requirements. The Club may publish dress requirements from time to time. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. Shirts and shoes must be worn at all times when on Club Facilities. Club dress code may be amended form time to time and exceptions may be made by club management for special events and special circumstances.

Golf Attire – Proper golf attire is required at all golf facilities. (Including Driving Range, Clubhouse, Golf Course, etc.) Proper attire shall mean the following:

Men: All shirts must have collar, and sleeves. Slacks or Bermuda length are consider appropriate attire. Bermuda length shorts must be no more than 3 inches about the knee. Hats must be worn with the bill in the front. Tank tops, tee shirts, fishnet tops, cutoffs, sweat pants, warn-up suits, bathing suits, tennis shorts, short shorts or other athletic shorts are not permitted.

Women: Dresses, skirts, golf shirts, and blouses, sleeveless shirts with collars, slacks and mid-length shorts are considered appropriate attire. Halter tops, tank tops, fishnet tops, bathing suits, sweat pants, warm-up suits, blue jeans, athletic shorts, cutoffs or short shorts are not permitted.

Golf Shoes: Both facilities non-metal spike facilities. Golf shoes are required on the golf course. Tennis and other soft soled shoes are subject to approval by the Golf Professional.

HOURS OF OPERATIONS

The hours of play and Golf Shop hours will be posted in the Golf Shop. The Golf Course Superintendent is authorized to determine when the golf course is suitable for play. The decision of the Golf Course Superintendent shall be final. In the absence of the Golf Course Superintendent, the Golf Professional on duty shall make this decision.

GOLF STARTING TIMES

- 1. All golfers must have a starting time reserved through the Golf Shop or one of the Club's online sources.
- 2. Starting times may be made in person or by phone during Golf Shop hours. Internet reservations may be made twenty-four hours a day.
- 3. Club Members enjoy advanced sign-up privilege to reserve golf starting times.

- 4. Persons reserving a golf starting time must give their name and membership number and the names of the players in their group at the time of the reservation.
- 5. Players who fail to cancel their starting time 24 hours prior to their scheduled starting time may be charged a no-show fee established by the Club.

REGISTRATION

- 1. All members and guests must register in the Golf Shop before beginning play.
- 2. Failure to check in and register fifteen minutes prior to a reserved starting time may cause cancellation, set back or a no-show fee to be charged to the member's Club account.
- 3. Players late for their starting time lose their right to the starting time and shall begin play only at the discretion of the Golf Shop personnel.

PRACTICE RANGE

- 1. The practice range is open during normal operating hours as posted in the Golf Shop. At times to be posted in the Golf Shop, the practice range will be closed for general maintenance.
- 2. All range balls are to be purchased from the Golf Shop.
- 3. Range balls are for use on the practice range only and may not be removed from the practice range. Range balls may not be used on the golf course.
- 4. Balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the practice range.
- 5. Proper golf attire is required on the practice range.

GOLF CAR RULES / WALKING

- 1. Golf cars shall not be used on the Club Facilities by a member, immediate family member or guest without proper assignment and registration in the Golf Shop.
- 2. The use of golf cars is mandatory when posted.
- 3. Golf cars may only be used on the golf course when the golf course is open for play. Golf cars are not to be driven to residences at any time.

- 4. The Club may require that carts remain on cart paths based on course, maintenance and weather conditions. Players will be informed of this policy prior to beginning play.
- 5. Each operator of a golf car must have a valid driver's license.
- 6. Only two persons and two sets of golf Clubs are permitted per golf car. No person or persons are permitted to ride on the back of a club cart at any time.
- 7. Persons who are or appear to be legally intoxicated may not operate a golf car.
- 8. Obey all golf car traffic signs.
- 9. Players are required to remain on golf car paths, without exception, on Par 3 holes.
- 10.Use the ninety-degree rule when in effect and cross fairways only at right angles.
- 11. Always use car paths where provided, especially near tees and greens. Except on golf car paths, do not drive a golf cart within forty feet of a green, tee or bunker.
- 12. Never drive a golf car through a hazard.
- 13. Be careful to avoid soft areas on fairways, especially after rains. Use the rough wherever possible.
- 14. Operation of a golf car is at the risk of the operator. Cost or repair to a golf car which is damaged by a member, or immediate family member will be charged to the member or, in the case of damage by a guest, the cost of repair may be charged to the sponsoring member. Members using a golf car will be held fully responsible for any and all damages, including personal injury and property damage, that are caused by the operation of the golf car by the member, immediate family member or their guests, and the members shall reimburse the Club for any and all damages they may sustain by reason of operation of the golf car.
- 15. The member, his or her immediate family members and sponsored guests using a golf car accept and assume all responsibility for liability connected with operation of the golf car. The member also expressly indemnifies and agrees to hold harmless the Club and their directors, officers, managers, members, partners, employees, affiliates,

representatives and agents, from any and all damages, whether direct or consequential, arising from or related to the use and operation of the golf cart by the member, immediate family member and their guest.

- 16. Violations of the golf car rules may result in loss of golf cart privileges and/or playing privileges.
- 17. The use of privately owned golf cars is not permitted.
- 18. Violations of the golf car rules may result in loss of golf car privileges and/or playing privileges.
- 19. Walking privileges are extended only to club members. Special exception may be made for promotions or upon request by club management.
 - 1. Pull Carts are allowed but must follow golf car restrictions and remain on the path when golf cars are restricted to the path.

HANDICAPS

- 1. Handicaps are computed under the supervision of the golf shop staff in accordance with the current U.S.G.A. Handicap System.
- 2. All members and guests with a U.S.G.A. approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the Golf Professional.
- 3. Members are responsible for turning in all scores on a daily basis. Any member failing to turn in a score shall result in a score being posted that is equal to their lowest score on record. The Golf Shop shall assist any members needing help with the posting procedures.

GOLF COURSE ETIQUETTE

Persons using the golf facilities should do their part to make a round of golf at a The Club, a pleasant experience for everyone. Here are some suggestions:

- 1. Do not waste time. Anticipate the Club or Clubs you may need and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his or her shot, it would be courteous for such player to indicate to another player to play.
- 2. The time required to hole out on and around the green is chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.

- 3. Players should ensure that greens are not damaged by putting down bags or flagsticks and that the hole is not damaged by standing close to it or by removing the flagstick or the ball from the hole. The flagstick should be properly replaced in the hole before players leave the green.
- 4. No one should move, talk, or stand close to or directly behind the ball or the hole when a player is addressing the ball or making a stroke.
- 5. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee. This can save about twenty minutes per round. Never leave the golf cart in front of the green where you will have to go back to get it, while the following players wait for you to get out of the way.
- 6. When play of a hole is complete, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while others in your group are playing from the next tee.
- 7. If you are not holding your place on the golf course (see General Golf Rules #7), allow the players behind you to play through. Do the same if you stop to search for a lost ball.
- 8. Repair your ball marks on the greens. If you see unrepaired ball marks repair them also. Remind your playing partners to observe this courtesy.
- 9. Carefully rake bunkers after use and place the rake in the bunker.

These Rules and Regulations supersede any club rules, regulations and requirements put in place prior to November 15th 2016 when Carlton Hospitality assumed management of the club for the ownership group WNGC LLC. If, at any time, there is a conflict between the prior ownerships Rules and these Rules and Regulations, these Rules and Regulations shall govern. Memberships created under all prior Membership Plans cease to exist as of November 15th 2016 and these Rules and Regulations shall govern the rights, privileges and requirements of the members in all respects.